#### If you take an approved unpaid leave of absence

If you are on an approved unpaid leave of absence, you may choose either to continue making loan payments or to suspend your loan payments for up to one year or for the period of your approved leave, whichever is less. You will have the opportunity to make loan payments by enrolling in electronic loan repayments through ACH debit from your bank account during your approved leave of absence. Consistent loan payments during your absence enable you to avoid additional accrued interest and re-amortization of your loan upon your return.

If you do not make loan payments while on your approved leave, we will assume you have elected to suspend your loan payments. The maximum suspension for an approved non-military leave of absence is 12 months or the end of your approved leave, whichever occurs first. After your approved leave ends (or when your approved non-military leave exceeds one year), you must make up your missed payments, with accrued interest. Your remaining loan payments will be increased (re-amortized) to cover your missed payments and interest so that the total length of your loan does not exceed either your original loan term of five years for a general purpose loan and 15 years for a residence loan.

If your approved non-military leave exceeds one year and you do not make payments on your loan, you will be considered in default. Your outstanding loan balance, plus accrued interest, will be considered a taxable distribution to you. You will be required to pay taxes on the unpaid amount of your loan, including accrued interest. For more information, see "Paying Taxes" on page 161.

If you default on a loan due to non-payment, you may not request a new loan for two years. If, after two years, you wish to take out a new loan, you are required to first pay off your prior loan balance, plus any accrued interest.

#### If you take an approved military leave of absence

Loan repayments are not required during approved military leave. There is no limit to the length of time payments can be suspended while you are on an approved military leave. You will have the opportunity to make loan payments by enrolling in electronic loan repayments through ACH debit from your bank account during your leave. Depending on the interest rate of your outstanding loan, you may be eligible for a reduction in the interest rate of your loan during your military leave. If this is the case, your electronic loan repayments will reflect this lower rate. Making consistent loan payments during your absence enables you to avoid additional interest accrual and re-amortization of your loan upon your return. If you do not make loan payments while on your approved military leave, we will assume you have elected to suspend your loan payments during the length of your leave.

After your military leave ends, you may either increase the amount of your loan payments to pay it off by the original payoff date or make payments at the previous level for an extended period. The loan period can be extended by adding the period of time that you were on approved military leave to the original loan payoff date. The maximum loan payoff date for an extended general purpose loan is five years from the original loan inception date plus the period of military service and 15 years from the original loan inception date plus the period of military service for a primary residence loan. If, upon your return from approved military leave, you do not make payments on your loan, you will be considered in default. Your outstanding loan balance, plus accrued interest, will be considered a distribution to you. You will be required to pay taxes on the unpaid amount of your loan, including accrued interest. For more information, see "Paying Taxes" on page 161. If you default on a loan due to nonpayment, you may not request a new loan for two years. If, after two years, you wish to take out a new loan, you are required to pay off your prior loan balance, plus any accrued interest.

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#### If your employment terminates

If your employment with Starbucks terminates and you have an outstanding loan balance, you have until the earlier of the date you request a Plan distribution or 90 days from your termination date to repay the loan. If you do not repay the loan by such date, you'll be considered in default. Your Future Roast 401(k) account balance will be reduced by the amount of the loan balance, plus accrued interest, and will be treated as a loan offset distribution to you. You will be required to pay taxes on the unpaid amount of your loan and accrued interest. For more information, see "Paying Taxes" on page 161.

#### More about loan defaults

Loan defaults are considered withdrawals from Future Roast 401(k) and will be taxed as ordinary income. They may also be subject to a 10% early withdrawal penalty if they occur before you reach age 59½ and you are still working for Starbucks, or if you terminated employment from Starbucks before age 55.

If you default on a loan, you may not receive another loan for a minimum of two years and not until you repay the defaulted loan. This applies even if your defaulted loan was considered a distribution to you and you have been taxed on it (called a "deemed distribution").

## Early loan payoff

At any time, you may pay the full outstanding balance of your loan without penalty. Partial prepayments are not permitted. Call Fidelity at (866) 697-1048 to notify them of your intent to repay your loan. You may also request your loan payoff by accessing NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com, accessing your existing loan and clicking on "Payoff Loans." To complete your loan payoff, you must:

- · Obtain a money order, certified check or cashier's check for the payoff amount, made payable to FIIOC
- Write your Social Security number on the lower left corner of the check or money order
- Enclose a note providing your name, social security number, Plan ID (21053) and loan number
- Send your loan payoff to Fidelity Investments, P.O. Box 770001 Cincinnati, OH 44277-0008

# Withdrawals During Employment

# Hardship withdrawals

If you find yourself in a serious financial situation, you may be eligible for a hardship withdrawal from your Future Roast 401(k) account. You must be actively employed at Starbucks and not eligible for an age-59 ½ or Rollover account withdrawal (explained on page 156) or a loan to receive a hardship withdrawal.

Unlike a loan where you pay yourself back, when you withdraw all or a portion of your account balance as part of a hardship withdrawal, you permanently remove your savings from Future Roast 401(k). A 10% early withdrawal penalty may apply on the amount you withdraw (see "Paying Taxes" on page 161 for more information).

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#### What qualifies as a hardship

You can request a hardship withdrawal for situations the IRS considers immediate and serious financial needs that cannot be met by:

- Taking a non-taxable loan from your Future Roast 401(k) account
- Taking a non-hardship distribution from your Future Roast 401(k) (i.e., from your rollover account or age 59½ withdrawal, if applicable)
- · Taking a hardship/financial emergency withdrawal from your MDCP, if applicable

If you qualify for a hardship withdrawal and the withdrawal is approved, you must agree to suspend your contributions to the Future Roast 401(k), Stock Investment Plan (S.I.P.) and MDCP for at least six months after receipt of the hardship withdrawal. See below for suspension details.

The IRS considers only the following events as qualifying for hardship withdrawals:

- Unreimbursed medical expenses incurred or necessary to obtain medical care for you, your spouse or your dependents
- Purchase of your primary residence
- College tuition and related educational fees for up to the next 12 months for you, your spouse, your children
  or your dependents
- · Expenses to prevent eviction from your primary residence
- Expenses to prevent foreclosure on your mortgage on your primary residence
- · Payment of funeral or burial expenses for your deceased parent, spouse, child or dependent
- Payment for repair of damage to your primary residence that would qualify for a casualty loss deduction on your federal income tax return without regard to whether the loss exceeds 10% of adjusted gross income

#### Maximum hardship withdrawal

You can withdraw your before-tax or catch-up contributions from your Future Roast 401(k), but not any earnings credited on those contributions. You may also withdraw from your matching account, rollover account and profit-sharing account, if any, including the earnings in these accounts. The maximum you may withdraw for a financial hardship is the lesser of the amount needed to cover your qualified financial need or 100% of your account balance (excluding earnings on your before-tax contributions).

The hardship withdrawal cannot be for more than the amount you need to meet your financial hardship, including taxes and penalties you will incur on your hardship withdrawal. Hardship withdrawals are not subject to the mandatory 20% federal income tax withholding; however, elective federal and state income tax withholding applies, and the 10% early withdrawal penalty may apply. For more information, see "Paying Taxes" on page 161.

# Suspension of contributions

You cannot make any contributions to your Future Roast 401(k), Stock Investment Plan (S.I.P.) or Management Deferred Compensation Plan (MDCP) account for at least six months after receiving a hardship withdrawal.

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#### Future Roast 401(k) suspension:

In the event you qualify for and receive a hardship withdrawal, your contributions to Future Roast 401(k) will automatically be suspended for six months. Thirty days prior to the end of your suspension, you will receive a letter from Fidelity stating that your Future Roast 401(k) contribution percentage that was in effect as of the date you took the hardship withdrawal, if any, will be automatically reinstated. Your 401(k) contributions will begin within one to two pay periods following the end of your suspension. You may elect to make a change to your 401(k) deferral percentage online at www.netbenefits.fidelity.com any time after your suspension period has ended.

#### Stock Investment Plan (S.I.P.) suspension:

You must suspend your contributions to the Stock Investment Plan (S.I.P.) before you can qualify for a hardship withdrawal from your Future Roast 401(k) account. The required suspension period is six months. If your financial hardship occurs during a S.I.P. open enrollment period (the first 15 days of the month immediately prior to the beginning of each quarter), you can suspend contributions by logging on to www.netbenefits.fidelity.com and linking to your S.I.P. account to make the election.

If your hardship occurs outside of a S.I.P. enrollment period, contact Fidelity for the necessary suspense forms including: 1) a S.I.P. Authorization To Stop Payroll Deductions Form, and 2) a Starbucks Stock Investment Plan (S.I.P.) Form. Your S.I.P. suspension is effective upon the approval of your hardship withdrawal and is thereafter irrevocable until the required six-month suspension has expired. If eligible, you may re-start your S.I.P. contributions during the next eligible quarterly enrollment period following the applicable six-month suspension period.

#### Management Deferred Compensation Plan (MDCP) suspension:

If you are eligible for and contribute to the MDCP, your contributions to the MDCP will also be suspended for at least six months. If the six-month period extends into the next plan year, your MDCP deferrals for that next year will also be suspended. If eligible for the MDCP after the suspension period ends, you may enroll in the next eligible open enrollment period.

Hardship withdrawals cannot be rolled over to another eligible retirement plan or individual retirement account (IRA). To request a hardship withdrawal form, call Fidelity at (866) 697-1048 to speak with a representative or online via NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com.

# Age 59½ withdrawals

If you are age 59½ or older and still actively employed by Starbucks, you can make a withdrawal from your accounts once a year. There are no early withdrawal penalties for this type of distribution. You may roll over this distribution to another eligible retirement plan or IRA. To the extent that you do not roll over the distribution to another eligible retirement plan or IRA, the distribution is subject to federal income tax, and 20% of the taxable portion of the distribution will be withheld to apply against your federal income tax liability. For more information, see "Paying Taxes" on page 161. To request an age 59½ withdrawal, call Fidelity at (866) 697-1048 to speak with a representative or go online via NetBenefits. State of the starburght of the starb

# Withdrawals from your rollover account

You are permitted to take an in-service withdrawal from your rollover account (if any). A rollover withdrawal is limited to one request per year and can be a full or partial withdrawal of your rollover account. To request a withdrawal from your rollover account, call Fidelity at (866) 697-1048 to speak with a representative or request a withdrawal form by accessing NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com.

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#### Total Distribution from Future Roast 401(k)

Total Future Roast 401(k) account balances are usually distributed for one of the following reasons:

- You terminate employment due to a permanent and total disability
- You terminate employment with Starbucks
- · Your death

## If you leave Starbucks due to a permanent and total disability

If you terminate employment with Starbucks due to a permanent and total disability, you are eligible to receive a total distribution of your Future Roast 401(k) account. Refer to "Paying Taxes" on page 161 to learn about taxation of your distribution.

Under Future Roast 401(k), in general, you are "disabled" if:

- You have a medically determinable physical or mental impairment that can be expected to result in death or last for 12 continuous months or more
- You are incapable of continuing your usual and customary employment with Starbucks, or
- You are receiving income replacement benefits for a period of not less than three months from Starbucks
  long-term disability plan (or if you are not eligible to participate in such plan, you are unable to engage in any
  substantial gainful activity by reason of such impairment)

The Plan Administrative Committee shall determine, at its discretion, whether a participant is disabled under the terms of the Plan.

# If You Terminate Employment With Starbucks

You have several options available for your Future Roast 401(k) account funds when you leave Starbucks.

# Lump-sum payment

You can request a lump-sum payment (i.e., full cash distribution in one payment) following your separation from service with Starbucks. If you are rehired before your account is distributed to you, you will not receive a distribution of your account.

If you leave Starbucks and have a vested account balance of \$1,000 or less in Future Roast 401(k) (including your rollover account, if any), you will automatically receive a lump-sum payment of your account. After leaving Starbucks, you will be notified and will be provided an opportunity within 60 days of separation to request a rollover to an eligible employer plan or IRA as described below in "Rollover distributions into another plan." If you do not make a rollover election, your account will be paid to you in a lump sum, less taxes, and mailed to your home address. Note that if you are under age 55 when you leave Starbucks, the distributed amount will generally be subject to a 10% early withdrawal penalty. If you are rehired within 60 days of termination, your Future Roast 401(k) account will not be distributed to you, and you may not request a lump-sum payment until you leave Starbucks again.

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If you have a vested account balance of more than \$1,000 (including your rollover account balance, if any), you may request a lump-sum payment of your account or leave it in the Plan until April 1 after the year you reach age 70½, or until required by current law. At that time, you will be required to begin receiving annual distributions from your account (required minimum distributions).

Any lump-sum distribution made to you from your Future Roast 401(k) account is subject to federal income tax withholding at a mandatory 20% rate unless the distribution is a minimum required distribution (following attainment of age 70½). A 10% early withdrawal penalty tax may also be assessed if you are under age 55 at the time of your distribution. For more information, see "Paying Taxes" on page 161.

## **Deferred payment**

Until you are 70½, you can choose to leave your money in your Future Roast 401(k) account if your account balance is more than \$1,000 (including your rollover account, if any) when you leave.

Even though you may no longer be employed by Starbucks, which means you will not be making any contributions to your Future Roast 401(k) account, you can still make changes to your investment elections by calling Fidelity at (866) 697-1048 or by accessing NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com and clicking on "Change Investments."

If you leave Starbucks after reaching age 70½ and you do not take a distribution of your Future Roast 401(k) account, you must begin receiving your required minimum distributions no later than April 1 of the year following the year you leave Starbucks or when required by the law in effect at that time.

## Rollover distributions into another plan

To save on current income taxes and continue earning on your investments if you leave Starbucks, you may decide to transfer (roll over) all or a portion of your Future Roast 401(k) account to another employer's eligible retirement plan — if the new plan permits — or to a traditional or Roth IRA. Except for a rollover to a Roth IRA as described below, the rollover is not taxable nor subject to the 10% early withdrawal penalty tax (if applicable) until you withdraw it from your eligible retirement plan or IRA.

#### Before-tax rollover to a Roth IRA

If you directly roll over a before-tax distribution to a Roth IRA, the taxable portion of the distribution is subject to taxation for the taxable year in which the distribution occurs (except that a special taxation rule applies to distributions during 2010 that you roll over to a Roth IRA, under which rule the distribution can be subject to taxation ratably during 2011 and 2012). For distributions before January 1, 2010, you may not roll over a distribution from a before-tax account to a Roth IRA if your adjusted gross income for the taxable year exceeds \$100,000. However, the adjusted gross income limit on direct rollovers from a before-tax account to a Roth IRA does not apply to distributions after December 31, 2009.

Examples of plans that may qualify for rollovers are:

- Your new employer's 401(a), 401(k), 403(b) or 457 plan if those plans accept rollover contributions
- · Conduit, traditional IRAs, or Roth IRAs

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If you do not directly roll over your account balance into an eligible retirement plan or IRA, a mandatory 20% federal income tax will be withheld at the time you receive your distribution unless the distribution is a minimum required distribution (following attainment of age 70½). If you are under age 55 at the time you leave Starbucks, a 10% early withdrawal penalty tax may be assessed on your distribution. For more information, refer to "Paying Taxes" on page 161.

## Two ways to roll over your account balance

- 1. Direct rollover: When you request a direct rollover, you will receive your Future Roast 401(k) account balance in the form of a check made out to the eligible retirement plan or IRA financial institution. For most partners, a direct rollover is most advantageous since no federal income taxes are withheld. To request a direct rollover of your Future Roast 401(k) account balance, call Fidelity at (866) 697-1048. You may also request a withdrawal form by accessing NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com. If you request a rollover through any other method, including submission of a form from your new plan or IRA, your request will not be accepted.
- **2. 60-day rollover:** You can request a lump-sum cash distribution of your Future Roast 401(k) balance made payable to you. You will be subject to federal income tax withholding on the distribution at a mandatory 20% rate; consequently, your distribution will reflect 80% of your Future Roast 401(k) account balance. You have 60 days to deposit the money into another eligible employer plan or IRA. However, to roll over 100% of your distribution, you would need to use your own funds to replace the 20% withheld for taxes.

Most distributions qualify for a rollover, but certain distributions may not. Future Roast 401(k) Plan distributions that may not be rolled over include:

- · Hardship withdrawals
- Certain portions of your distribution if your distribution begins after you reach age 701/2
- Refund of excess deferrals (refers to amounts over the IRS dollar limitation)
- Refund of excess contributions (refer to "IRS limits for highly compensated partners" on page 141)

## Requesting a rollover or withdrawal

To initiate a rollover or request a withdrawal, call Fidelity at (866) 697-1048 or access a withdrawal form at NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com. Generally, once requested, distribution of your Future Roast 401(k) benefits will be processed within 10 business days.

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# Avoiding the IRS 10% Penalty

The IRS assesses a 10% early withdrawal penalty on any Future Roast 401(k) distribution you receive before you reach age  $59\frac{1}{2}$ . The exceptions to this rule are if:

- You leave Starbucks after you reach age 55 and take a distribution
- You receive your distribution after becoming totally disabled as defined by the IRS
- You roll your distribution over to another eligible retirement plan or individual retirement account (IRA)
- You take the distribution to pay for tax-deductible medical expenses
- Your account is distributed due to your death
- Your account is distributed to an alternate payee in connection with a qualified domestic relations order (QDRO)

#### Death benefit

If you die while employed by Starbucks or after leaving Starbucks and still have a Future Roast 401(k) account, your beneficiaries will be entitled to 100% of your vested Future Roast 401(k) account balance.

- If you are married when you die, your spouse will automatically be your beneficiary unless you have elected otherwise, in writing with your spouse's notarized consent, on a Future Roast 401(k) beneficiary form.
- If you are not married, you are divorced or your spouse cannot be found, your death benefit will be paid to your designated beneficiaries in a single lump sum.
- If you have a domestic partner or same-sex spouse whom you would like to be your beneficiary, you must complete the beneficiary designation procedure. Due to federal regulations, a domestic partner or same-sex spouse will not be automatically designated as your beneficiary upon your death.
- If your legal spouse is your sole beneficiary and your account balance is more than \$1,000 (including any rollover account), distributions must begin by the end of the Plan Year following the Plan Year of your death, or, if later, by the end of the Plan Year in which you would have reached age 70½. The distributions will be made in a lump sum. If your account is \$1,000 or less (including any rollover account), the value of your account will be distributed to your spouse as soon as practicable after your death.
- If your legal spouse is not your sole beneficiary and your account balance is more than \$1,000 (including any rollover account), distributions of your Future Roast 401(k) account must be completed before the end of the Plan Year that contains the fifth anniversary of the date of your death. If your account balance is \$1,000 or less (including any rollover account), the value of your account will be distributed to your beneficiary as soon as practicable after your death.
- If no beneficiary has been properly designated or if all of your designated beneficiaries are deceased, your beneficiary will be your estate.

See "Beneficiary Designation" below and "If you have a same-sex spouse" on page 139 for more information.

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NOTE: Amounts set aside for an alternate payee (see "Qualified Domestic Relations Order" on page 164) will be paid to the alternate payee. If there is no surviving alternate payee, then your Future Roast 401(k) account will be paid to that person's beneficiary. If there is no beneficiary surviving that alternate payee, then any eligible amounts will be paid to the alternate payee's estate.

## **Beneficiary designation**

To request a beneficiary designation form, call Fidelity at (866) 697-1048. You may also make a beneficiary designation, or request a beneficiary designation form if you are married and are naming someone other than your spouse as primary beneficiary, by accessing NetBenefits<sup>SM</sup> at www.netbenefits.fidelity.com.

#### Administrative Information

# Your rights and responsibilities

The Starbucks Future Roast 401(k) Savings Plan ("Future Roast 401(k)" or "Plan") is governed by legal Plan documents that ensure the program complies with federal and state laws. In this section, you can see at a glance who serves as the administrator or trustee of the Plan, how the Plan is financially structured and what your rights and responsibilities as a Plan member are under ERISA and other laws.

This chapter serves as a Summary Plan Description of the Future Roast 401(k) Plan. In all cases, the legal plan documents are the final authority.

## Paying taxes

#### General tax rules

Future Roast 401(k) is intended to meet the requirements of Section 401(a) of the Internal Revenue Code. Meeting these requirements means that you do not pay taxes on any of the monies in your Future Roast 401(k) account until you receive a direct distribution (check is made payable to you).

In general, when you receive a direct distribution from your Future Roast 401(k) account, you must pay regular income taxes on your before-tax contributions, catch-up contributions, contributions you rolled over from your previous employer's eligible qualified retirement plan, Starbucks contributions and all earnings in your Future Roast 401(k) accounts.

If you are under age 59½, you may be required to pay an additional 10% penalty tax when you:

- Take a hardship withdrawal
- Default on loans against your account
- Take a direct distribution after terminating your employment from Starbucks before age 55

This additional 10% tax is not applied to amounts withdrawn or distributed if you are:

- Age 591/2 or older when taking a withdrawal while employed by Starbucks
- Age 55 or older when you terminate your employment from Starbucks

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- Taking a distribution because of an IRS-defined disability generally meaning that you qualify to receive Social Security disability benefits
- · Taking the distribution to pay for tax-deductible medical expenses
- Making a direct rollover into an eligible retirement plan, traditional individual retirement account (IRA) or Roth IRA
- Making an indirect rollover into an eligible retirement plan, traditional IRA or Roth IRA within 60 days of the withdrawal or distribution, as long as you rollover the entire amount by "truing it up" for tax withholding taken (any amount not rolled over may be subject to the 10% penalty)
- A beneficiary of a deceased participant
- · Requesting a withdrawal or distribution in compliance with a Qualified Domestic Relations Order
- · Receiving a refund of excess deferrals or excess contributions

#### Contributions

In computing its federal income tax liability, Starbucks is entitled to deduct the amounts set aside for contributions to Future Roast 401(k) paid on your behalf.

You are not subject to federal income tax on contributions made to your Future Roast 401(k) account or any earnings on any contributions until you take a direct distribution of these account balances. You are, however, subject to federal income tax on contributions you make to Future Roast 401(k) that exceed the annual dollar limits set by the IRS. See "Contributing to Future Roast 401(k)" on page 139 for more information about IRS contribution limits.

## Hardship withdrawals and taxes

Most hardship withdrawals are taxable according to the regular income tax rate in effect during the calendar year you make the withdrawal. You may also be subject to an additional 10% penalty tax unless you meet the criteria outlined in "Paying Taxes" on page 161.

Hardship withdrawals cannot be rolled over to any other plan or IRA.

#### Loans and taxes

Generally, a loan from Future Roast 401(k) is not considered a true distribution because repayment is anticipated. So, as long as you are repaying the loan as scheduled, you will not pay taxes on the amount you borrowed. However, if you stop repaying the loan and do not resume making payments on a timely basis (you default), the loan then becomes a true distribution, and you will pay regular income taxes on the loan balance as well as any penalties described in "Paying Taxes" on page 161.

#### Rollovers

You (or, in the case of your death, your surviving spouse or beneficiaries) may defer taxation of the taxable amount of your lump-sum distribution by rolling it over directly or transferring it within 60 days (if your distribution was paid directly to you) to an IRA (other than a Roth IRA) or another eligible retirement plan. (Rollovers of before-tax amounts to Roth IRAs are subject to immediate taxation as described below.) If you roll over only a portion

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of the distribution to a traditional IRA or eligible retirement plan, the balance not rolled over will be taxable as ordinary income. If you or your surviving spouse receives any portion of a payment that is eligible for direct rollover treatment, mandatory 20% withholding for federal income tax will be applied. (Mandatory 20% withholding does not apply to distributions to non-spouse beneficiaries until 2010.)

#### Before-tax rollover to a Roth IRA

If you directly roll over a before-tax distribution to a Roth IRA, the taxable portion of the distribution is subject to taxation for the taxable year in which the distribution occurs (except that a special taxation rule applies to distributions during 2010 that you roll over to a Roth IRA, under which rule the distribution can be subject to taxation ratably during 2011 and 2012). For distributions before January 1, 2010, you may not roll over a distribution from a before-tax account to a Roth IRA if your adjusted gross income for the taxable year exceeds \$100,000. However, the adjusted gross income limit on direct rollovers from a before-tax account to a Roth IRA does not apply to distributions after December 31, 2009.

#### General Provisions

## Rights of participants

The adoption and maintenance of the Plan is not a contract of employment between Starbucks and any partner.

Nothing contained in the Plan documents, insurance contracts, trusts, this Summary Plan Description or any other related documents gives any partner the right to remain employed by Starbucks or interferes with Starbucks' right to discharge any partner at any time.

Similarly, nothing in the documents described above gives Starbucks the right to require any partner to remain employed by Starbucks or interferes with the partner's right to end employment with Starbucks at any time.

#### Plan amendment or termination

Starbucks, or any other authorized person, reserves the right to amend the Plan at any time and for any reason. In some cases, an amendment may be retroactive. Although Starbucks adopted the Plan with the intention that it is to be continued indefinitely, Starbucks also reserves the right to terminate the Plan at any time, and for any reason.

#### Disclaimer

In exercising its responsibilities, the Plan Administrator or Trustee has sole and absolute discretion in determining whether, and to what extent, participants and beneficiaries are entitled to benefits — and to interpret Plan terms. Failure to enforce any provision of any Plan or group contract at any time does not mean that the right to enforce that provision at another time has been waived.

# **Assignments**

As a general rule, the interest in your account cannot be sold, used as collateral for a loan, given away or otherwise transferred. In addition, any creditors you may have cannot attach, garnish or otherwise interfere with your account. However, a court order may require that part or all of your Future Roast 401(k) benefits be paid to an Alternate Payee, such as your former spouse under a Qualified Domestic Relations Order (see "Qualified Domestic Relations Order" below).

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#### **Qualified Domestic Relations Order**

A Qualified Domestic Relations Order (QDRO) is a court order that provides child support, alimony or marital property rights from your account to your spouse, former spouse or dependent ("Alternate Payee"). If Starbucks receives a QDRO, a portion or all of your benefits may be used to satisfy the obligation. If your spouse is awarded a portion of your account, your spouse can then direct the investments of that portion into his or her own account. You can receive a copy of Starbucks QDRO procedures and a Plan-specific model QDRO at no cost to you. Contact the Starbucks Savings team via email at Savings@Starbucks.com for more information.

## Responsibility for investment decisions

You choose how to invest your account in Future Roast 401(k). The Plan Trustee follows your investment directions without reviewing your investment decisions.

Starbucks, as the Plan Administrator, and Fidelity Management Trust Company as the Plan Trustee, are not responsible or liable for the investment choices that you make or for any investment losses that are the direct and necessary result of your investment choices. This is because the Plan is intended to satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and Title 29 of the Code of Federal Regulations Section 2550.404c-1. ERISA Section 404(c) specifically provides that if a Plan participant controls the investment of his or her account, then the participant is responsible for the investment results, including both earnings and losses.

Nothing contained in this Summary Plan Description is intended to constitute investment advice. Please carefully review the information provided to you about the investment funds, including the prospectus for each fund, before deciding how you would like your account to be invested.

#### How before-tax contributions affect other benefits

Before-tax contributions under Future Roast 401(k) reduce your current taxable income — that is, they are not reported as taxable income on your W-2 earnings statement. However, they are included in determining your Social Security taxes and benefits. Starbucks matching contributions are not subject to Social Security taxes and are not included in determining your Social Security benefits.

Saving with before-tax dollars does not reduce the eligible pay used to calculate pay-related benefits, such as life insurance and disability coverage.

#### Tax treatment

Starbucks intends to operate the Plan so that it qualifies under Sections 401(a) and 501(a) of the Internal Revenue Code. Accordingly, before-tax contributions, catch-up contributions, rollovers, matching contributions, discretionary profit sharing contributions and any earnings on these contributions should not be taxable to partners until distributed directly to them from the Plan.

#### Correction of errors

You are responsible for identifying any discrepancies in the percentage of pay you have elected to contribute to the Plan, in the allocation of your account in the various investment funds or in the amount of Plan loan payments

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withheld from your paychecks. You should review each quarterly account statement and paycheck carefully. You must notify the Plan Administrator in writing of any such discrepancies within 60 days after you receive notification from Fidelity that your statement is available online at www.netbenefits.fidelity.com or within 60 days of receipt of a paper statement or confirmation notice that contains the discrepancy. Discrepancies reported after 60 days will not be corrected unless required by applicable law. If you discover a discrepancy, send your written notification to Starbucks Corporation, c/o Savings Department, 2401 Utah Avenue South, Mail Stop S-HR3, Seattle, WA 98134.

## "Top-heavy" provisions

Certain plans that provide a significant percentage of their total benefits to employees who are defined as "key employees" by the Internal Revenue Code are known as "top-heavy" plans. If the Plan is deemed top heavy, certain participants may be entitled to receive a top-heavy contribution. The Plan is currently not top-heavy and you will be notified in the event that the Plan ever becomes top-heavy.

# Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that plan participants shall be entitled to:

#### Receive information about your plan and benefits

- Examine, without charge, at the Plan Administrator's principal office and at other specified locations, such
  as worksites and union halls, all documents governing the Plan, including insurance contracts and collective
  bargaining agreements, if any, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with
  the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security
  Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of
  the Plan, including insurance contracts and collective bargaining agreements, if any, and copies of the latest
  annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may
  make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish
  each participant with a copy of this Summary Annual Report.

#### Prudent action by Plan fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate Future Roast 401(k), called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

#### Discrimination

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

#### Enforce your rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

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Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

#### Assistance with your questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact:

- The nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory, or
- The Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S.
   Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

# Your Rights Under USERRA

The Plan provides for make-up contributions and service credits to Partners returning to employment after military service, to the extent required by federal law. If you are rehired following a period of uniformed service that entitles you to rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you will be credited with such service for purposes of determining years of service for eligibility and any applicable vesting.

You will also be able to make up missed 401(k) before-tax contributions for the period while you were in qualified military service. For purposes of determining your make up contributions, you generally will be treated as having earned before-tax pay during your military leave at the rate you would have earned it had you been actively at work with Starbucks during your period of uniformed service, or if the determination of such rate is not reasonably certain, on the basis of your average rate of before-tax pay during the 12-month period immediately preceding such period (or, if shorter, your actual period of employment with Starbucks immediately preceding such period). You have a limited time (three times your period of military service, but not more than five years) to make up your missed before-tax contributions and qualify for the matching contributions.

You may be eligible for Starbucks matching contributions based on the additional contributions you make. You may also be able to suspend payments on any Plan loan during the period of your military leave and receive an extended period to repay the loan.

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Because your rights under USERRA are subject to certain conditions and time restrictions, you should contact the Starbucks Savings team via email at Savings@Starbucks.com before commencing leave and as soon as you return to employment.

# Plan Funding and Expenses

The Plan is funded through contributions by participants who designate a part of their eligible pay to be contributed on their behalf and by Starbucks through matching and discretionary profit sharing contributions. All contributions to the Plan are placed in a trust fund. The Plan Trustee, Fidelity Management Trust Company, administers all funds under the Plan. The funds are invested for the exclusive benefit of Plan participants and for defraying reasonable Plan administration expenses.

Starbucks generally pays the expenses of administering the Future Roast 401k) Plan, while investment fees are paid, directly and indirectly, by the investments in the respective investment funds and to the extent provided in the applicable prospectus or profile for each fund. The following exceptions apply:

- Separated partners with an account balance are assessed an annual administrative fee which is deducted quarterly for account maintenance. The annual administrative fee is \$30, but may be adjusted based on the actual per-participant fee assessed by the record keeper.
- The initial loan setup fee for all new loans is deducted from the partner's account balance when the loan is
  initially taken out. The loan setup fee is \$35, but may be adjusted based on the actual loan fee assessed by the
  record keeper.
- The annual ongoing loan maintenance fee is deducted from the partner's account balance quarterly. The
  annual loan maintenance fee is \$15, but may be adjusted annually based on the actual loan maintenance fee
  assessed by the record keeper.
- The cost of overnighting a distribution check to a partner (upon their request) is \$25 (subject to adjustment). This fee will be deducted from the partner's account balance.

# Claims

# Claiming benefits

Distribution of your benefits will normally be made as described in "Total Distribution from Future Roast 401(k)" on page 157. However, if you do not receive a distribution to which you believe you are entitled, you may file a claim in writing with the Plan Administrator for any unpaid benefits.

If you believe you are entitled to, but have not received, a benefit from the Plan or if you disagree with the Plan Administrator's determination of the amount of your Plan benefit or any other decision regarding your interest in the Plan, you or your duly authorized representative may present a claim to the Plan Administrator.

Submit your claim in writing to the Plan Administrator at Starbucks Corporation, c/o Savings Department, 2401 Utah Avenue South, Mail Stop S-HR3, Seattle, WA 98134.

#### Procedures for benefit claims

If you or your representative submits a written claim for benefits (other than a benefit due to disability) under the Plan and your claim is denied in whole or in part, the Plan Administrator will notify you in writing of such denial

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within 90 days after the claim is received, unless special circumstances require an extension of up to 90 more days, in which case, you will be notified in writing of the extension, the special circumstances requiring the extension and the date by which the Plan Administrator expects to render its decision.

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If you or your representative submit a written claim for benefits based on your having incurred a disability and your claim is denied in whole or in part, the Plan Administrator will notify you in writing of such denial within 45 days after the claim is received, unless special circumstances require an extension of up to 60 more days, in which case, you will be notified in writing of the extension, the reason requiring the extension and the date by which the Plan Administrator expects to render its decision.

The denial notice will include all of the following:

- The specific reason(s) for the denial
- References to the specific Plan provision(s) on which the denial was based
- A description of any additional material or information that is necessary to perfect the claim and an explanation of why such material or information is necessary
- A description of the Plan's procedures for appealing the denial
- A statement regarding your right to bring an action under Section 501(a) of ERISA

#### Request for review

If you disagree with the Plan Administrator's decision, either you or your representative has 60 days (180 days for a denial of a disability claim) from the receipt of the original denial notice to appeal the decision. This appeal must be in writing and sent to the Plan Administrator.

You or your representative have the right to review, and receive copies of (upon request and at no charge) all documents and other information relevant to your claim and to submit written comments, documents and other information relating to your claim (whether or not such information was submitted or considered in the initial benefit determination). The Plan Administrator will notify you in writing of its decision within 60 days (45 days for a disability claim) after it receives your appeal, unless special circumstances require an extension of up to 60 more days (45 more days for a disability claim), in which case you will be notified in writing of the extension, the special circumstances requiring the extension and the date by which the Plan Administrator expects to render its decision. If your appeal is denied, written notice will include all of the following:

- The specific reason(s) for the denial
- References to the specific Plan provision(s) on which the denial was based
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all
  documents and other information relevant to your claim
- A statement regarding your right to bring an action under Section 502(a) of ERISA

#### Limitations on legal action

No legal action may be initiated by you or your representative before fully pursuing the procedures set forth above, including the appeal. In addition, no legal action may be commenced by you or your representative after the later of:

- 365 days after the date of the written notice of the Plan Administrator's denial of your appeal, or
- Two years after your original written claim for benefits

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	RBUCKS CORPORATION 401(k) PLAN ure Roast 401(k) Savings Plan and Future Roast 401(k)) lumber is 91-1325671
EIN/Plan Number	91-1325671 / 001
Type of Plan	Section 401(k) Defined Contribution Plan Subject to Section 404(c) of ERISA Not subject to Pension Benefit Guarantee Corporation (PBGC) insurance
Plan Year	January 1 through December 31
Plan Sponsor	Starbucks Corporation, c/o Savings Department 2401 Utah Avenue: South, Mail Stop: S-HR3 Seattle, WA 98134 (866) 504-7368
Plan Administrator	Administrative Committee, c/o Savings Department 2401 Utah Avenue South, Mail Stop S-HR3 Seattle, WA 98134, (866) 504-7368
Plan Trustee	Fidelity Management Trust Company 53 State Street Boston, MA 02109
Agent for Service of Legal Process	Starbucks Corporation, c/o General Counsel 2401 Utah Avenue South, Mail Stop S-LA1 Seattle, WA 98134, (866) 504-7368 Service of legal process may also be made on the Plan Administrator or the Trustee.
Plan Funding	Starbucks Future Roast 401(k) Savings Plan benefits are paid from a trust fund. Contributions are made by partners and the Plan Sponsor and other participating company, as applicable.
Nature of Service	Fidelity Management Trust Company – Institutional trustee and custodian
Participating (Adopting) Companies	Starbucks Corporation Starbucks Coffee International, Inc. Starbucks Manufacturing Corporation Circadia Corporation U.S. Brands, LLC Seattle Coffee Company Seattle's Best Coffee LLC Torrefazione Italia LLC

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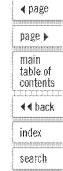
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Starbucks provides you with continued income for up to 26 weeks if you are sick or injured and cannot work. U.S. mainland partners eligible for Starbucks benefits are covered by the short-term disability (STD) plan. Hawaii partners meeting the eligibility requirement of the state of Hawaii are covered by Temporary Disability Insurance (TDI). Your STD and TDI coverage are automatic — you do not need to do anything to enroll.

# Coverage for U.S. Mainland Partners

If you have a sickness or injury and are totally medically disabled and cannot work, you may be eligible for short-term disability (STD) benefits. You must be eligible for Starbucks benefits on the date your disability commences as determined by Unum, the plan administrator.

The STD plan will cover you for the first 26 weeks of your total medical disability.

A total medical disability means because of your sickness or injury, you are unable to perform the material and substantial duties of your regular occupation at Starbucks. However, if you work in another occupation while unable to perform your duties at Starbucks, you will not be considered totally medically disabled.

You will receive STD benefits if you require the regular care of a doctor, suffer a loss of income and provide proof of your total medical disability.

You may receive STD benefits if you are unable to work due to your pregnancy or childbirth — generally for six to eight weeks following delivery. For information regarding your maternity benefits, call Starbucks Benefits Center Leave Administration at (877) SBUXBEN.

If you cannot work because of a covered sickness or injury, the STD plan will replace 66-2/3% of your average weekly earnings, up to \$2,250 per week. The plan pays benefits starting on the fourth day of absence. STD benefits are paid to you weekly. Any STD benefits payable for less than a week will be paid to you at the rate of 1/7th of the STD weekly benefit for each day of your total disability.

STD benefits are not considered earnings for Bean Stock, S.I.P. and Future Roast 401(k) plan purposes.

# **Actively-at-Work Provision**

If you are not actively working at Starbucks on the day you become initially eligible for benefits, your STD coverage will go into effect once you return to work at least one full day.

# Coverage for Hawaii partners

Partners working in Hawaii are eligible for Temporary Disability Insurance (TDI) in lieu of short-term disability. Starbucks TDI coverage may provide you with continued partial income for up to 26 weeks if you cannot work due to a non-occupational total medical disability. As long as you satisfy the State of Hawaii's eligibility requirements, you are automatically covered by TDI — you don't need to enroll.

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If you cannot work because of a covered sickness or injury, the TDI plan will replace 66-2/3% of your average weekly earnings, up to \$2,250 per week. The plan pays benefits starting on the fourth day of absence. TDI benefits are paid to you every two weeks.

TDI benefits are not considered earnings for Bean Stock, S.I.P. and Future Roast 401(k) plan purposes.

# Calculating Your Benefit

How are your short-term disability benefits determined? Here is an example.

Your average weekly earnings are	\$500
Calculate 2/3 of this amount	x 0.666
Which equals your STD benefit of	\$333

# Average weekly earnings

Under the STD plan, your average weekly earnings are defined as the average weekly gross pay you received from Starbucks over the 26 weeks before the date you became disabled. If you have been employed for less than 26 weeks, gross pay will be averaged over your period of employment. Eligible performance-based bonuses paid over the 12 months immediately preceding your disability will be included when calculating your average weekly earnings (total eligible bonuses in the 12-month period divided by 52). Your earnings under the STD plan do not include any commissions, stipends, ineligible bonuses, overtime pay or other extra compensation or income from sources other than Starbucks. Tips imputed for retail hourly partners are included in average weekly earnings. For hourly non-exempt partners in Hawaii, average weekly earnings are defined as gross pay you receive from Starbucks over the eight weeks before you become disabled and for salaried partners the gross wages are reported for the week and month prior to your disability date.

If you are at a vice president job level or above, your average weekly earnings are defined as your weekly gross base salary in effect on the date you became disabled plus your average performance bonus over the 12 months immediately preceding the date you became disabled.

Periods of approved leaves of absence during the 26 weeks preceding your disability are excluded when determining your average weekly earnings. Periods of unapproved leaves of absence are included with weekly earnings of \$0.

# Other disability income benefits

Your STD benefits will be reduced by any other disability income benefits you receive or are entitled to receive, even if you do not receive benefits because of your failure to initiate a claim. These include, but are not limited to, state disability programs that cover the same disabilities as Starbucks STD plan.

If you work in California, New York, New Jersey or Rhode Island, you may be eligible to receive state disability benefits. You must apply for those state benefits before you send your claim to Unum. Contact your state disability

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office to apply for state disability. If you work in New York, you do not need to apply separately for state disability; Unum will pay both your state disability and Starbucks STD benefits. If you live in Hawaii, you receive TDI benefits in lieu of STD. TDI is administered through Pacific Guardian Life.

Here is an example of how other disability income benefits affect your STD benefit.

Your average weekly earnings	\$500
Calculate 2/3 of this amount	x 0.666
Which equals your STD benefit before reduction	\$333
Subtract other sources of disability income (from your state, Social Security, etc.)	(\$275)
STD plan pays the difference	\$58

#### What About Federal Income Taxes?

If you are a U.S. mainland partner, you have the choice to have a flat 28% deducted from your weekly disability benefit to cover federal income taxes, or you can complete a W-4 at the time you file your disability claim and specify the amount of federal taxes you want withheld from your disability benefit. If you choose to waive all federal withholding, you are responsible for paying federal taxes on your disability earnings at the end of the year. Social Security and Medicare (FICA) taxes will be withheld from your benefit as required by law. If you are a Hawaii partner, there is no mandatory federal income or state income tax withholding from your TDI benefits. If you wish to have federal taxes withheld, you must include a W-4 with your application. Social Security and Medicare (FICA) taxes will be withheld from your benefits as required by law.

#### What Is Not Covered

The STD and TDI plans do not cover any loss of income that results from the following:

- Illness or injury sustained while acting within the course of employment with Starbucks or another employer, unless your illness or injury has been denied by workers' compensation as a noncovered condition
- Loss of a professional license, occupational license or certification not related to a covered illness or injury
- Treatment not medically necessary (except for disabilities due to organ donation, which are covered)
- Procedures under clinical investigation or considered experimental by health professionals
- Reversal of a sterilization procedure
- Plastic, reconstructive or cosmetic surgery (except for breast reconstruction following a medically necessary
  mastectomy) or any other service intended to improve, alter or enhance appearance except when provided
  to improve the function of a body part (except teeth or supporting structures) malformed by a severe birth
  defect, disease or surgery, or to repair an injury that occurs while employed by Starbucks

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- Sex change treatment or surgery for implants due to sexual dysfunction, except when of a physiological or organic basis or if due to a gender identity disorder
- · War, any act of war (declared or undeclared) or from service in any of the regular U.S. armed forces
- · Active participation in a riot, or committing or attempting to commit an assault or felony
- When you are being treated solely by a chiropractor, homeopathic physician, naturopath or similar alternative care provider

# You Must Apply for a Leave of Absence

When you apply for short-term disability or TDI benefits, you will be required to apply for a leave of absence. Also see the Time Off chapter for information on Starbucks leave of absence programs.

During your leave of absence, it is likely you are not receiving a paycheck from Starbucks. In order to continue your benefits, you will need to make your benefit contribution payments during your leave of absence. Contributions will be collected (depending on your length of leave) through either direct billing from Starbucks Benefits Center or retroactive payroll contributions upon your return to work. If you fail to make your benefit contribution payments while on leave of absence, your coverage may be cancelled.

Benefit contributions include your share of the cost for medical, dental, vision and, if you are a retail hourly partner, optional LTD coverage. They also include the cost of any supplemental life and AD&D coverage you have elected. For more information, contact Starbucks Benefits Center at (877) SBUXBEN.

# When Your STD Benefits Begin and End

Your benefits begin on the fourth day of injury or sickness. If you become disabled while not actively working (e.g., on an unpaid leave of absence), you are not eligible to receive short-term disability benefits until the day you were scheduled to return.

Your benefits will continue as long as you visit a doctor (as frequently as is medically necessary) to effectively manage and treat your disabling condition. Your treatment provider must be licensed to practice medicine, be practicing within the scope of his or her license and not be your spouse, domestic partner, child, parent or sibling. You must be under the care of a provider whose specialty or experience is appropriate for treatment of the disabling condition.

Your STD benefits end on the earliest of the following dates:

- The date you are no longer considered disabled under this plan
- The date you are no longer totally medically disabled
- The date you fail to provide adequate evidence of your continued disability as requested by Unum
- The date you return to work in any occupation for which you are gainfully employed
- The end of the maximum benefit period 26 weeks
- The date of your death

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# Using Vacation and/or Sick Pay During Your Disability

During the three days before your disability benefits begin, you are required to use any available sick pay or vacation time. You may also use your available sick pay or vacation time in lieu of receiving short-term disability benefits. For more information, contact Starbucks Benefits Center at (877) SBUXBEN.

# Maximum benefit period

The STD plan may pay you benefits for up to 26 weeks. This 26-week maximum benefit period only applies to one continuous period of a total disability.

# If you have a recurrent disability

If you return to work from a disability for which you received STD benefits and you become disabled again, your second absence may count against your previous 26-week maximum benefit period. In this case, your disability would be treated as a continuation of the previous disability. Your benefits will resume with no waiting period. Your recurrent disability will count against your previous maximum benefit period if you returned to work for less than:

- 30 consecutive days and your second disability was due to the same cause or causes
- One full day and your second disability was due to an unrelated cause

# If You Take an Approved Leave of Absence

To learn how your short-term disability coverage may continue during an approved leave of absence, see "Benefits Eligibility While on an Approved Leave of Absence" on page 27.

If you are disabled at the time your leave begins and you are receiving disability benefits, your disability benefits will continue through the duration of your approved medical disability, up to the maximum duration of 26 weeks.

# When Coverage Ends

If your employment at Starbucks terminates, your STD coverage ends the day you are no longer an active partner at Starbucks. If you become disabled before your termination date, your STD benefits will continue through the duration of your approved medical disability, up to the maximum duration of 26 weeks.

If you lose benefits eligibility due to the ongoing eligibility audit, your coverage ends as described in the Eligibility and Enrollment chapter. If you become disabled before you lose your coverage due to an eligibility audit, your STD benefits will continue through the duration of your approved medical disability, up to the 26-week maximum.

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#### How to File a Claim

#### U.S. mainland partners

To receive STD benefits, you — or someone acting on your behalf — must file a claim. You have one year to file an STD claim. Take the steps outlined below. Claims will be processed by Unum.

- 1. Call Starbucks Benefits Center Leave Administration at (877) SBUXBEN to request a short-term disability claim form.
- 2. Complete your portion of the claim form.
- 3. Ask your doctor to complete the physician section of the claim form.
- 4. Make copies for your records.
- 5. Mail your completed claim form to:

Unum
The Benefits Center
P.O. Box 100158

Columbia, SC 29202-3158

Or fax to: (800) 447-2498

If approved, you can expect a disability check within two to three weeks of receipt of your claim at Unum.

Unum may request additional information from you or your doctor certifying your continued total disability. Unum may require that you be independently examined by a physician, other health professional or vocational expert of their choice and interviewed by an authorized Unum representative. Unum may require this independent examination as often as reasonably necessary. The independent examination will be paid by Starbucks.

Unum will notify you in writing if a claim or any part of a claim is denied. The denial letter will state:

- The specific reason(s) for the denial with reference to the applicable plan provision(s)
- A description of any additional material or information that is necessary to complete the claim
- An explanation of why the additional material or information is necessary
- · A statement describing your access to documents
- A statement describing your appeal rights

If you are not satisfied with the reason(s) for the denial, you or your representative may ask to have the claim reviewed by Unum. Your appeal must be in writing and must be sent to Unum within 180 days of your denial notice. Your appeal should include all supporting materials or information that will help Unum review the claim. Unum will review your appeal and all new information submitted and notify you or your representative of its decision promptly. In some cases, Unum may request that you provide additional information to assist in the review.

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#### Hawaii partners

Hawaii state law requires that you file your claim 90 days from the date you were disabled. If you file your claim after 90 days, you may lose part of your benefits unless good cause can be shown. If you file your claim 26 or more weeks after your disability, you will not be entitled to any benefits. To avoid partial or complete loss of benefits, file your claim within 90 days.

To apply for Hawaii Temporary Disability Insurance (TDI) benefits, please follow the steps below:

Step 1: Call Starbucks Benefits Center Leave Administration at (877) SBUXBEN to request a TDI claim form.

Step 2: Complete Part A-Claimant's Statement.

Step 3: Ask your doctor to complete and sign Part C-Doctor's Statement,

Step 4: Make copies for your records.

Step 5: Mail or fax your completed application to:

Starbucks Coffee Company Attn: Benefits Leave Team P.O. Box 34067 Seattle, WA 98124-1067

Fax: 206-318-7812

#### Questions?

For general questions about the STD or TDI plans or how to file a claim, call Starbucks Benefits Center Leave Administration at (877) SBUXBEN.

For the status of your ongoing claim payments, call Unum directly at (800) 858-6843. Phone lines are open weekdays from 5 a.m. to 5 p.m. Pacific Time.

You can also visit Unum on the Web: www.unum.com, You can check on status of claims, as well as get other useful information.

For assistance with your TDI Disability claim, contact Pacific Guardian TDI Department at (800) 367-5354.

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The long-term disability plan provides you with benefits that replace part of your income when you cannot work for more than 26 weeks due to a total medical disability resulting from a sickness or injury.

#### How the Plan Works

Starbucks long-term disability (LTD) plan picks up where short-term disability (STD) leaves off after you have been disabled for a continuous 26-week period. It can replace part of your income if you are totally medically disabled and cannot work. You must be eligible on the date your disability commences as determined by Unum, the plan administrator, in order to receive LTD benefits. If you are not actively working at Starbucks at the time you initially become benefits eligible — for example, if you are on a leave of absence or taking a sick day — your LTD coverage will go into effect once you return to work at least one full day.

Your eligibility for coverage under the long-term disability plan depends on your position at Starbucks:

- If you are a retail hourly partner, you have the option to enroll in the LTD plan and pay for your coverage through automatic payroll deductions.
- If you are a salaried or nonretail hourly partner, your enrollment in the LTD plan is automatic and your coverage is paid for by Starbucks.

During the first 26 weeks of disability, called the "elimination period," you will be considered totally medically disabled if you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury and are under the regular care of a physician. The short-term disability plan may pay you benefits during the elimination period.

You will receive an LTD benefit from Unum as long as you provide proof that you are under the regular care of a doctor, medically disabled due to sickness or injury and have suffered a loss of income of 20% or more.

# **Definition of Disability**

# Partners other than vice president job level and above

For the first 24 months of disability, you are disabled when:

- You are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury, and
- You have a 20% or more loss in your indexed basic monthly earnings due to the same sickness or injury.

After the first 24 months of disability, you will continue to receive LTD benefits beyond 24 months if you are also:

- Working in any occupation and continue to have a 20% or more loss in your basic monthly earnings due to your sickness or injury, or
- Not working and, due to the same sickness or injury, are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

You are not required to have a 20% or more loss in your indexed monthly earnings due to the same injury or sickness to be considered disabled during the elimination period.

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The loss of a professional or occupational license or certification does not, in itself, constitute disability.

#### Vice president job level and above

You are disabled when:

- You are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury, and
- You have a 20% or more loss in your indexed basic monthly earnings due to the same sickness or injury.

You are not required to have a 20% or more loss in your indexed monthly earnings due to the same injury or sickness to be considered disabled during the elimination period.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

# Calculating Your Benefit

## If you are a retail hourly partner

Your LTD plan replaces 60% of your average monthly earnings, up to a maximum benefit of \$500 per month.

Your minimum monthly benefit is the greater of:

- \$100
- 10% of your monthly benefit *before* reductions for other disability income benefits you may receive, such as workers' compensation or Social Security

If you are totally medically disabled and receiving short-term disability benefits, you will need to continue paying your LTD premiums, if enrolled. However, once you begin receiving LTD benefits (after 26 weeks of disability), you no longer are required to pay your LTD premiums. Call Starbucks Benefits Center Leave Administration at (877) SBUXBEN for more information.

# If you are a salaried or nonretail hourly partner

Your LTD plan replaces 60% of your average monthly earnings, up to a maximum benefit of \$7,500 per month. If you are in a vice president job level or above, the maximum benefit is \$15,000 per month.

Your minimum monthly benefit is the greater of:

- \$100
- 10% of your monthly benefit before reductions for other disability income benefits you may receive, such as workers' compensation or Social Security

If your job level is vice president or above, the premium paid by Starbucks for your LTD coverage is included in your gross wages.

# Average monthly earnings

Under the LTD plan, your *average monthly earnings* are defined as the average monthly gross pay you received from Starbucks over the 26 weeks before the date you became disabled. Your earnings under the LTD plan do not include any commissions, tips, stipends, bonuses, overtime pay or other extra compensation or income from sources other than Starbucks.

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If you are an in a vice president job level or above, your average monthly earnings are defined as your monthly gross base salary in effect on the date you became disabled plus your average performance bonus over the 12 months immediately preceding the date you became disabled.

## Partial disability benefits

Starbucks LTD plan encourages you to return to work as soon as you and your doctor determine you are able. During the time you are partially disabled, Unum may pay you a reduced benefit in addition to your regular earnings.

Once your doctor releases you to return to work part-time, your partial disability benefit will be determined as outlined below.

- 1. Unum will adjust your average monthly earnings to account for inflation. Adjustments will be made annually on the anniversary of your benefit payments and will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index (CPI). Your adjusted average monthly earnings are called *indexed predisability earnings*.
- 2. If you are capable of earning at least 20% (but no more than 80%) of your *indexed predisability earnings*, then you become eligible for a partial disability benefit. Unum will calculate your benefit as follows:
  - During the first 12 months of your partial disability, if you work while partially disabled, you will receive your LTD benefit plus your disability earnings, up to 100% of your LTD indexed predisability earnings.
  - After the first 12 months of your partial disability, if you work while partially disabled, your LTD benefit will be reduced in proportion to your loss of earnings.

# What Are Disability Earnings?

Disability earnings include the income you receive while you are disabled and working and earnings you did not receive but could have if you had been working to the full extent to which you were capable.

For example, if your doctor releases you to return to work 30 hours a week and you choose to work only 20 hours a week, the plan will consider your disability earnings to be equivalent to 30 hours a week.

# Other disability income benefits

Your gross LTD benefits will be reduced by any other disability income benefits you receive or are entitled to receive due to your disability. Other disability income benefits include, but are not limited to:

- Benefits from state disability or workers' compensation, unemployment or sick pay
- · Benefits from any other group insurance coverage
- · Social Security disability or retirement benefits for you or your dependents
- The amount you receive from a third party (after subtracting attorney's fees) by judgment, settlement
  or otherwise

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In calculating your monthly benefit from the LTD plan, Unum will estimate the amount of any other income benefits if they have not yet been determined or if a denial is being appealed. This estimate will be used to reduce the amount of your monthly LTD benefit payments.

If you do not want Unum to use an estimate, you must complete and return the *Agreement Concerning Benefits* form to Unum. This agreement states that you promise to reimburse Unum for any overpayment caused by a later reward of other income benefits. For more information, call Unum at (800) 858-6843.

#### What Is Not Covered

The LTD plan does not cover any loss of income that results from the following:

- Loss of a professional license, occupational license or certification
- · Commission of a crime for which you have been convicted under state or federal law
- War or any act of war (declared or undeclared)
- Active participation in a riot
- Intentionally self-inflicted injuries, while sane or insane
- A pre-existing condition

Unum will not pay a benefit for any period of disability during which you are incarcerated.

## Pre-existing conditions

The LTD plan will not cover any disability caused by, contributed to or resulting from a pre-existing condition and occurring in the first 12 months after your LTD coverage began. This 12-month period is called the pre-existing condition exclusion period. If you become ineligible for coverage as a result of an approved leave of absence and if you were previously insured under the plan for at least 12 consecutive months, you do not need to satisfy a new pre-existing condition exclusion period when you become eligible for coverage again. However, if you terminate employment and are rehired, a new pre-existing condition exclusion period will apply.

A pre-existing condition is a sickness or injury that causes a disability in the first 12 months after your coverage begins for which you:

- · Received medical treatment, consultation, care or services, including diagnostic measures
- Took prescribed drugs or medicines in the 12 months before your coverage began, or
- You had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 12 months before your coverage began

## Self-reported symptoms and mental illness limitations

Payment of LTD benefits is limited to 24 months of disability primarily based on self-reported symptoms or caused by or contributed to by a mental illness. However, if you are confined to a hospital or institution at the end of the 24 months, this limitation will not apply while you are continuously confined. If you are disabled when discharged, you will receive a monthly LTD benefit for a recovery period of up to 90 days.

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